

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re.

SONYA SMITH RICHARDSON

Debtor(s)

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Case No.

Chapter 13

**CHAPTER 13 PLAN**

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amount:**

\$775 per month for 60 months. In addition, debtor shall pay the Trustee and the plan base shall be increased by the following: (1) **Tax Refund.** Debtor shall send any tax refund received during the pendency of the Chapter 13 Case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Additional Child Tax Credit (Line 65 of Form 1040 or line 39 of Form 1040A), each year. (2) **Employee Bonuses.** Debtor shall send Fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

**DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs.**

1. **Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contracts/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3 (A or B) estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract.

CREDITOR NAME	MONTHLY PAYMENT	MONTHS REMAINING
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(C) **Continuing Debt Payments including post-petition mortgage payments on real estate other than Debtor's residence.** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5 (A) below.

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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First lien:

Second lien:

Third lien:

(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney's Fees.** Pay Debtor's Attorney \$1,310.00 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below.

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3( C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
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(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 4.75% interest.

CREDITOR	EST BLANCE DUE	REPAY PERIOD	TOTAL w/ interest
CAPITAL ONE	\$19,954	60M	\$22,457
CAPITAL ONE	\$10,000	60M	\$11,254

(C) **Secured claims subject to modification.** Pay all other secured claims fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 4.75% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9(A), estimated as set forth below.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
SANTANDER	\$14,000	\$5,000	60M	\$5,627

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claim(s) to be paid by Trustee or by co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$2,000.00 of debtor's attorney's fees and any additional fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to Sec. 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

8. **Priority Claims.** Pay priority claims allowed under 11 U.S.C. section 507 in full estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
STL CO COLLECTOR	\$896

9. Pay sub-paragraphs concurrently:

(A) **General unsecured Claims.** Pay general non-priority unsecured creditors. Estimated total owed: \$65,474. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation: \$0. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0. Debtor guarantees a minimum of \$\_\_\_\_\_ (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender collateral to the following creditor(s), with any deficiency paid as non-priority unsecured debt:

CREDITOR	COLLATERAL
PORTFOLIO RECOVERY	2005 NISSAN XTERRA

(C) **Rejected Executory Contracts/Leases.** Debtor rejects executory contract to the following creditor(s), any balance to be paid as unsecured debt:

CREDITOR	CONTRACT/LEASE
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10. OTHER

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed, before filing of the claim by Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326 (a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

/s/Martin K. Lundkvist  
Attorney

/s/Sonya Smith Richardson  
Debtor

January 23, 2015  
Date

\_\_\_\_\_  
Debtor

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the date written below, the undersigned served the Chapter 13 Plan upon John V. LaBarge, Chapter 13 Trustee, and all other parties listed on the attached matrix of creditors through the Court's ECF System or by depositing a true copy of the same enclosed in a post-paid properly addressed wrapper, in a post office or official depository under the exclusive care and custody of the United States Postal Service within the City of St. Louis, Missouri.

Date: January 24, 2015

/s/Martin K. Lundkvist  
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PO Box 129  
Thorofare, NJ 08086-0129

Allied Interstate LLC  
PO Box 361774  
Columbus, OH 43236-1774

American Infosource LP  
PO Box 4457  
Houston, TX 77210-4457

AT&T  
PO Box 930170  
Dallas, TX 75393-0170

Bay Area Credit LLC  
PO Box 5914  
Troy, MI 48007-5914

Brinks Home Security  
PO Box 70834  
Charlotte, NC 28272

Bruce Eastman Atty  
320 Brookes Dr Ste 231  
Hazelwood, MO 63042-2782

Capital One Auto Finance  
3905 Dallas Pkwy  
Plano, TX 75093-7892

CCS  
PO Box 52677  
Phoenix, AZ 85072-2677

Charter Communications  
PO Box 790086  
Saint Louis, MO 63179-0086

City Of St. Louis  
PO Box 742503  
Parking Violations Bureau  
Saint Louis, MO 63178

CollechtechSystems  
PO Box 5023  
New York, NY 10163

Commerce Bank  
PO Box 806000  
Kansas City, MO 64180-6000

Credit Protection  
PO Box 802068  
Dallas, TX 75380-2068

CU Recovery  
26263 Forest Blvd  
Wyoming, MN 55092-8033

Educational Credit Mgmt Corp  
PO Box 16478  
Saint Paul, MN 55116-0478

Emory John's Creek Hospital  
PO Box 740766  
Cincinnati, OH 45274-0766

Fontbonne University  
6800 Wydown Blvd  
Saint Louis, MO 63105

Great Lakes  
U.S. Department Of Education  
PO Box 530229  
Atlanta, GA 30353-0229

Linebarger Goggan Blair & Sampson, LLP  
900 Arion Pkwy Ste 104  
San Antonio, TX 78216-2872

Management Service Inc.  
PO Box 1099  
Langhorne, PA 19047-6099

Medicredit  
PO Box 1629  
Maryland Heights, MO 63043-0629

Metro Imagin  
PO Box 411515  
Saint Louis, MO 63141-3515

Metro Sewer District  
PO Box 437  
Saint Louis, MO 63166-0437

Middlesex Insurance Company  
PO Box 8023  
Stevens Point, WI 54481-8023

Midland Funding LLC  
8875 Aero Dr Ste 200  
San Diego, CA 92123-2255

Missouri American Water  
PO Box 94551  
Palatine, IL 60094-4551

Missouri Department Of Revenue  
Attn. Bankruptcy Unit  
PO Box 475  
Jefferson City, MO 65102-0475

MOHELA  
633 Spirit Dr  
Chesterfield, MO 63005-1243

NCO Financial  
507 Prudential Rd  
Horsham, PA 19044-2308

Ocwen Loan Servicing  
1661 Washington Road Ste 100  
West Palm Beach, FL 33409

Pediatric Medical Group  
PO Box 277279  
Atlanta, GA 30384-7279

Portfolio Recovery Associates  
PO Box 41067  
Norfolk, VA 23541-1067

PRS Collection  
PO Box 930  
Halifax, PA 17032-0930

Quest Diagnostics  
PO Box 740780  
Cincinnati, OH 45274-0780

Resurgent Capital Services  
PO Box 10390  
Greenville, SC 29603-0390

Sallie Mae  
PO Box 9532  
Wilkes Barre, PA 18773

Santander  
PO Box 660633  
Dallas, TX 75266-0633

Sentry Insurance  
PO Box 8023  
Stevens Point, WI 54481-8023

Sirius Satellite Radio  
PO Box 34517  
Newark, NJ 07189-4008

Sprint  
PO Box 660075  
Dallas, TX 75266-0075

St. Louis Community Credit Union  
3651 Forest Park Ave  
Saint Louis, MO 63108-3309

St. Louis County Collector Of Revenue  
41 S Central Ave  
Saint Louis, MO 63105-1719

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PO Box 102398  
Atlanta, GA 30368-2398



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Saint Louis, MO 63141-7058

United Student Aid Funds  
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Wilkes Barre, PA 18773-9430

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Saint Louis, MO 63121-5231

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1515 E Woodfield Rd  
Schaumburg, IL 60173-6046